

SETTLEMENT AGREEMENT

This Settlement Agreement is made, executed and entered into on this 25th day of November, 2002, by and between LEON COUNTY, FLORIDA, a political subdivision of the State of Florida (hereinafter referred to as the "County") and KILLEARN LAKES HOMEOWNERS' ASSOCIATION, INC., a Florida nonprofit corporation, (hereinafter referred to as "Killearn Lakes").

RECITALS

WHEREAS, Killearn Lakes is the homeowners association for a predominantly residential development located in an area known as Bradfordville and is included in the area known as the Bradfordville Study Area; and

WHEREAS, Killearn Lakes became involved in litigation regarding the County's compliance with the Tallahassee-Leon County Comprehensive Plan in the area of Bradfordville; and

WHEREAS, the County has taken certain action to come into compliance with the Comprehensive Plan requirements at issue; and

WHEREAS, the County has been involved in other litigation in Bradfordville regarding the right of commercial property owners to develop their property. One of these settlement agreements involves property known as the Lauder property and is described in the Contract for Sale and Purchase which is attached as Exhibit A to this Agreement. The other settlement involves property known as the Bradfordville-Phipps property and is described in settlement agreement attached as Exhibit B to this Agreement; and

WHEREAS, the County has recently voted to settle those lawsuits; and

WHEREAS, the County and Killearn Lakes desire to settle the current litigation between them;

NOW THEREFORE, in consideration of the above set forth premises, the covenants and agreements set forth herein and in further consideration of the sum of ten dollars (\$10) and other good and valuable consideration paid by each party to the remaining party, the receipt and sufficiency of which are hereby conclusively acknowledged by both parties, the parties hereto do agree as follows:

AGREEMENT

1. Each and every provision of this Settlement Agreement is deemed to be an integral part hereof and shall not be deemed to be separate agreements or severable.

Provisions Concerning the Bradfordville Study Area

2. All Storm Water Management Facilities ("SWMFs") in the Bradfordville Study Area (BSA) as described in the Bradfordville Sector Plan (BSP) built and permitted after July 20, 2000, shall be designed to treat stormwater from subsequently permitted development required to have SWMFs to meet the stormwater standard, as defined in Ordinance No. 00-31, dated July 20, 2000.

3. The County shall ensure that the stormwater standard in Ordinance 00-30 and 00-31 (4-inch standard) dated July 20, 2000, is applied to stormwater from new development outside the Killearn Lakes Development of Regional Impact (DRI) boundaries that enters the Killearn Lakes DRI, as the Killearn Lakes DRI Development Order exists as of the date of this agreement.

4. In order to ensure compliance with the stormwater standard set forth in paragraphs 1 and 2 above, the County agrees as follows:

a. The county will not issue any development orders for new development required to install a SWMF in the BSA unless the applicant meets the stormwater standards delineated in Ordinance 00-31, dated July 20, 2000.

b. The County will oppose any existing or new stormwater management permit application that seeks a variance from the stormwater standards set forth in Ordinance 00-31, dated July 20, 2000, for stormwater entering the Killearn Lakes DRI.

5. Killearn Lakes supports amending the Comprehensive Plan to ensure the maintenance of the Bradfordville Sector Plan and to include the City of Tallahassee in the Bradfordville Sector Plan and comprehensive plan amendment.

Provisions Concerning the Lauder Property

6. In conjunction with the Contract for Purchase and Sale for the Lauder Property (hereinafter "Contract"), attached hereto as Exhibit A, the following restrictions on the development of the property are made part of this Agreement with Killearn Lakes and shall be incorporated into deed restrictions for the property. These restrictions include:

a. Should the County in the future sell said property to a private, non-governmental entity, that it will place certain deed restrictions and covenants upon such conveyance, which restrictions shall run with the land in perpetuity, to implement the so called "vista shed" agreement (which includes no towers and the

lake protection, according the Lake McBride Special Development Zone contained in the Sector Plan) strict sediment control protections during any construction, and the landscaping, and development and design standards that have previously been approved by Leon County for all development within the Lake McBride Basin.

b. The County further agrees that should said property described in Exhibit A, above, be conveyed to a private, non-governmental entity, the County shall restrict in any such deed of conveyance that the 76 acres be restricted to 64 acres of residential property with a density of no more than of 1 unit per 10 acres, plus a passive park, an area for the Old Bradfordville School, and the remaining 12 acres be restricted to no greater intensity than commercial zoning, and that a church or other religious facility shall be allowed on a portion of the residential property, provided that the conveyance to any church does not include a cemetery, a day school, an adult congregate living facility, or a nursing home, or similar activity.

Bradfordville-Phipps Agreement

7. In regard to the Bradfordville-Phipps Property the following provisions apply.

a. The Bradfordville-Phipps Agreement is incorporated into a court order, is made to run with the land, and is filed in the Leon County Records. This would include deed restrictions if necessary.

b. Development plans for the Bradfordville-Phipps property are not final and therefore, Killearn Lakes does not take a position regarding its approval of the ultimate development of this property. However, if the Bradfordville-Phipps property is developed in accordance with the settlement agreement incorporated herein as Exhibit B and should Killearn Lakes Homeowners' Association, Inc., challenge the development plans for the Bradfordville-Phipps property as being not in compliance with the BSP, then Killearn Lakes will return any money paid by the County to Killearn Lakes for the settlement of this matter.

Other Provisions

8. The County Commission will consider at a public hearing the final peer review report of the Phase II Stormwater Study within 30 days of receiving the final report.

9. This agreement shall be incorporated in an order from the court in Case No. 97-2689 and the court shall retain jurisdiction to enforce the provisions of this Agreement.

10. The County shall pay Killearn Lakes \$94,000 toward its costs for Case Nos. 97-2689, subject to County verification of all appropriate invoices, and subject to the dismissal set forth in Paragraph 11.

11. Killearn Lakes shall dismiss its lawsuit in Case No. 97-2689 with prejudice.

12. Killearn Lakes shall not challenge development on the Lauder Property or the Bradfordville-Phipps property so long as development on the property complies with this Agreement.

KILLEARN LAKES HOMEOWNERS' ASSOCIATION

By: *R. W. Henderson*
President

LEON COUNTY, FLORIDA

By: *Tony Grippo*
Tony Grippo Chairman
Board of County Commissioners

Attest:
Bob Inzer, Clerk of the Court
Leon County, Florida

By: *Bob Inzer*



Approved as to Form:
Leon County Attorney's Office

By: *Herbert W. A. Thiele*
Herbert W. A. Thiele, Esq.
County Attorney